

Charles City CSD

Educ. Serv. Assn/ISEA

7/1/2006 6/30/2007

COLLECTIVE BARGAINING AGREEMENT  
BY AND BETWEEN  
CHARLES CITY COMMUNITY SCHOOL DISTRICT  
AND  
CHARLES CITY COMMUNITY SCHOOL DISTRICT EDUCATIONAL SERVICES  
ASSOCIATION/ISEA  
2006 - 2007

2006 – 2007  
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## ARTICLE 1 - DEFINITIONS

### SECTION

#### 1.1 Definitions

As used in this agreement:

1. 'Employer' means the Board of Education of the Charles City Community School District, or its duly authorized representatives.
2. 'Employee' means all employees represented by the Union in the bargaining unit as defined and certified by the Public Employment Relations Board (PERB) in Case Numbers #2627 and #2628.
3. 'Union' means the Charles City Community School District Educational Services Association / ISEA (CCCSDESA/ISEA) or its duly authorized representatives.
4. 'District' means the Charles City Community School District.
5. 'Superintendent' means the Superintendent of his designee.
6. 'Principal' means the Principal and, in his absence, the Acting Principal designated by the Superintendent.
7. 'Supervisor' means those persons employed by the Employer, and excluded from said bargaining unit, who have the authority to hire, assign, transfer, promote, discharge, discipline, evaluate, or process grievances of other employees or have the responsibility to make recommendations thereon. (The Director of Buildings and Grounds, Director of Transportation, and the Director of School Food Services are Supervisors.) 'Supervisor' also means an Acting Supervisor or other person designated by the Superintendent.
8. A '12-month Employee' means an employee who is regularly scheduled to work twelve (12) consecutive months.
9. A 'Full-Time Employee' means an employee who is regularly scheduled to work not less than thirty (30) hours per week.
10. A 'Part-Time Employee' means an employee who is regularly scheduled to work less than thirty (30) hours per week.
11. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender, according to the context.

## ARTICLE 2 - CHECKOFF

### SECTION

#### 2.1 DUES DEDUCTION

1. Employees who are members of the Union may sign and cause to be delivered to the Superintendent's Office a written assignment authorizing payroll deductions for Union dues. 'Dues' shall include initiation fees, special assessments or fines. The form of assignment is hereto attached and by this reference made a part hereof. It will be the responsibility of the Union to provide such forms to its members.
2. Pursuant to such authorization, employees shall have deducted such dues from the employee's second regular check each month.
3. If any employee's check is not sufficient in amount for the authorized dues deduction, no deduction will be made for that month. The dues will be deducted from an employee's check when earnings are sufficient for such deduction, provided, however, no deduction will be made from any one check in excess of the total dues for three months as shown by such authorization.
4. Such assignment shall continue in effect unless revoked in writing by not less than thirty (30) days notice to the Superintendent. The Superintendent shall furnish a photo copy of such assignment to the Union with a notation thereon as to the date of the receipt thereof. The deduction will commence and become effective for the pay period immediately following the receipt of such assignment, provided, such assignment is received by the Superintendent at least five (5) days prior to the first day of such pay period.
5. The Board shall cause to be transmitted to the Union's Treasurer the total monthly deduction for Union dues within ten (10) school days following such deduction, together with a list of the employees for whom the deduction was made, provided, however, after the first list of such employees has been furnished to the Union, subsequent reports of such deductions to the Union will list only the names of additional employees authorizing deductions, or the names of the employees who have revoked such assignment.

#### 2.2 INDEMNIFICATION

The Union agrees to indemnify and hold harmless the Board, each individual Board member, and all administrators against any and all claims, costs, litigation and all other forms of liability and all court costs, and attorney fees and other reasonable expenses, arising out of the application of the provisions of this article.

## ARTICLE 3 - HOURS

### SECTION

#### 3.1 CONSECUTIVE HOURS

The hours of work for each workday will be consecutive except for break periods ("coffee breaks") and meal periods. However, irregular and non-consecutive hours may be scheduled by the employer when reasonably required for its operations, and such scheduling shall not be made arbitrarily.

#### 3.2 WORK WEEK

1. The week for pay purposes will commence at 12:01 A.M. on Sunday and end at midnight the following Saturday.
2. The normal work week for twelve month employees shall be five (5) consecutive eight (8) hour days, Monday through Friday. However, different hours may be scheduled when reasonably required by the employer's operations.
3. The normal work week for full-time employees shall be five (5) consecutive days, Monday through Friday, at hours determined to be reasonable in the discretion of the employer. However, different hours may be scheduled when reasonably required by the employer's operations.
4. Part-Time employees shall work such hours per day and per week as the employer may determine.

#### 3.3 STARTING TIMES

1. Food Service Department:

The normal starting time for an employee in the Food Service Department, other than a part-time employee, will be 7:00 A.M., provided, however, the employer, in its reasonable discretion, may vary the starting time and quitting time for any employee by one hour, and provided, further, it may vary such times greater than one hour when reasonably required for the employer's operations. In case of a late start day, all employees except those with breakfast responsibilities, will work and be paid their regular hours if lunch is served.

2. Buildings and Grounds Department:

The normal starting times for most, but not all, employees in the Buildings and Grounds Department are:

- a. 7:00 A.M. for first shift.
- b. 3:00 P.M. for second shift at the elementary schools and 3:30 P.M. for the Junior and Senior High Schools. The said starting and quitting times may be varied in the employer's discretion by one hour and, further, may have greater variance when reasonably required for the employer's operations.
- c. Head Custodians at the Middle School and High School buildings shall have starting times to be set at the discretion of the Buildings and Grounds Director.

3. Transportation Department

The starting and quitting time for an employee in the Transportation Department will be as determined in the employer's discretion.

4. Aides and Clerical Department

The normal starting time, except for a part-time employee, will be 8:00 A.M., provided, however, that the employer, in its discretion, may vary the starting and quitting times for any employee by one hour before or after the usual times and, further, may vary such times greater than one hour as reasonably required for the employer's operations.

3.4 BREAK PERIODS

Full-time employees will be provided two fifteen minute break periods during each one-half shift. Employees working between three and up to but not including six hours per day, will be granted one fifteen minute break period. Employees working less than three hours will not be entitled to a break period. This section does not apply to part-time drivers. An employee required to work two hours or more overtime will be entitled to a fifteen minute break period.

3.5 MEAL PERIOD

An employee, other than a part-time employee, will be granted an unpaid lunch period of thirty minutes, scheduled as is reasonably feasible at the middle of each shift, but such lunch period may be staggered by the employer. If requested, meals will be provided to the employee at the employee's expense (except food service employees regularly scheduled to work four (4) or more hours daily will have lunch provided at no cost) on those days, and only at those times, that meals are regularly prepared for students. An employee required by the employer to work during the employee's lunch period will be paid for such lunch period at the employee's regular hourly rate of pay. Such paid lunch period will be counted as hours worked for overtime pay.

3.6 REPORTING TO WORK

An employee who is scheduled to report to work and who is present for work as scheduled shall be assigned to at least two (2) hours work on the job for which such employee was scheduled, provided however, this will not apply when a school day for pupils is cancelled.

3.7 WORK UNAVAILABLE

If no work is available at the time such employee reports for work, he shall be excused from duty and paid for two hours of work at the appropriate rate, either straight time hourly rate or overtime rate, whichever may be applicable, provided, however, whether or not work is available will be determined at the employer's discretion.

3.8 NOTICE

A reasonable effort will be made to have a radio station(s) announce by one hour notice of the cancellation of a school day for pupils. The failure of the station to make such announcement shall not be subject to the grievance procedure.

### 3.9 CALL IN PAY - WORK OUTSIDE REGULAR HOURS

1. A twelve (12) month employee or a full-time employee, other than a bus driver, called to work outside of such employee's regularly scheduled hours of work on any work-day shall be paid for a minimum of two (2) hours at the employee's regular overtime hourly rate although the employee may work less than two (2) hours. The hours actually worked will be counted in determining whether or not the employee has worked in excess of forty (40) hours in any work week. Hours not actually worked will be counted for the purpose of determining overtime pay for hours worked in excess of forty (40) hours in any work week.
2. This article applies only after an employee has completed such employee's regular workday. It does not apply when an employee's workday commences prior to his usual hours of work, for example: A custodian called to work prior to his usual starting time because of a snow storm will not have hours deducted from his regular work. The employer reserves the right to determine the employee's workday as to starting and quitting times different than those in the posted schedule when necessary or desirable for the operation of the school system.
3. Building checks shall be paid for at the applicable overtime rate for a minimum of one (1) hour.
4. A bus driver will be paid for two (2) hours at the applicable rate if scheduled for an activity trip that is subsequently cancelled and proper notification has not been given to said employee.

### 3.10 FOOD SERVICE - EXTRA DUTY

For School Related Activities - Food service employees shall receive regular pay on those days worked when the teaching staff has workshops and/or other meetings. When such employees are required to work beyond 2:30 p.m., they shall be paid the shift premium. If such employees are required to serve or prepare extra dinners for a school related activity, and work in excess of eight (8) hours in any work day, such employees will be paid for this overtime at the rate of one and one-half times the regular hourly rate of pay and then paid the shift premium.

For Non-School Related Activities - When an employee is required to serve or prepare extra dinners and work in excess of eight (8) hours in any work day, such employee will be paid the overtime rate of one and one-half times the regular hourly rate of pay and then paid the shift premium, if applicable.

'Extra dinners' means dinners, suppers, meals, lunches, or coffees other than for the normal school day.



## ARTICLE 4 - OVERTIME

### SECTION

#### 4.1 RATE OF PAY

1. Time and one-half the employee's regular hourly rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours. An employee performing work, with the prior authorization of such employee's supervisor, in excess of forty (40) hours per work week or eight (8) hours per day, will be compensated for such overtime with pay at one and one-half times plus shift premium, if applicable. Shift premium is not included for computation of overtime pay.
2. Time and one-half will be paid for all work performed on Saturday and Sunday, except those employees whose regular work week is Tuesday through Saturday.
3. Time and one-half for all work performed on Sunday for employees whose work week begins on Tuesday.
4. For the purpose of '1' and '2' above, the shift premium, if applicable, will apply. For activity drivers, Saturday work shall be paid at the regular hourly rate of pay while all Sunday work shall be paid at one and one-half times the employee's regular hourly rate of pay. For Food Service, see Article 3.11

#### 4.2 WORK IN DIFFERENT JOBS

When an employee works in two or more different types or classification of jobs in the same work week, the employee will be paid for authorized overtime hours at a rate of one and one-half times of the averaged hourly rate.

#### 4.3 DISTRIBUTION

1. The employer will determine the amount of overtime and extra work to be done at any time in any department and the employee will perform such work.
2. Overtime for all employees shall be distributed on a rotational basis with the employee possessing the greatest seniority to be offered the first available overtime each school year; then if that employee refuses it shall be offered to the next senior employee. This will continue until an employee accepts the overtime work. The least senior employee in the building will automatically be assigned the work if everyone else in the building declines the work. When overtime becomes available the next time, it shall be offered to the employee immediately less senior than the person who last worked the overtime.
3. Overtime shall be allocated within the following units:

bus drivers	- district-wide
custodians	- building-wide
cooks	- building-wide
clerical and non-	- building-wide within area
instructional aides	of assignment
instructional aides	- within classroom

## ARTICLE 5 - HOLIDAYS

### SECTION

#### 5.1 Holidays

1. A twelve month employee will be paid such employee's regular hourly rate of pay for these holidays: Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Day, New Year's Day, Memorial Day, Independence Day, the afternoon of Christmas Eve if Christmas does not fall on a Sunday or Monday, and time will be allowed only for attendance of church services on Good Friday for not to exceed one and one-half hours. The term 'holiday', as used in this agreement, means only these holidays.

All full and part-time 9 month employees will be paid such employee's regular hourly rate of pay for these holidays: Thanksgiving Day, Christmas Day and New Years Day.

2. Usually such holidays will be non-work days for other employees without pay.

#### 5.2 Substitute Holiday

If any holiday should fall on Saturday or Sunday, the preceding Friday, or the following Monday, in the Superintendent's discretion, will be considered such holiday.

#### 5.3 Premium Pay

An eligible twelve month employee required to work on a holiday or a day designated as a holiday will be paid premium pay of one and one-half times the employee's hourly rate in addition to the holiday pay for all hours worked. Such premium pay will not be used in computing overtime pay.

#### 5.4 Eligibility Requirements

Employees shall be eligible for holiday pay under the following conditions:

1. The employee would have been scheduled to work on such day if it had not been observed as a holiday unless the employee is on a scheduled day off, vacation or sick leave, and during the first ninety days of layoff.
2. The employee worked his last scheduled workday prior to the holiday unless he is excused by the employer, or such employee is absent for any reasonable purpose. The employer and the Union shall mutually agree upon reasonable purpose in each case. Reasonable purpose shall include illness.
3. If a holiday is observed on an employee's scheduled day off or during the employee's vacation, such employee shall be paid for the unworked holiday.

## ARTICLE 6 - VACATIONS

### SECTION

#### 6.1 ELIGIBILITY AND ALLOWANCE

For a twelve (12) month employee, the following schedule will apply:

1. As used in this agreement, vacation year means the fiscal year July 1 to June 30.
2. New employees hired during the fiscal year will accumulate one day for each two months of service not to exceed five days during the year.
3. After the first partial year, employees will accrue vacation as of July 1<sup>st</sup>. If an employee leaves during the year, the district will prorate the year's vacation based upon language in article 6.6 and make any necessary adjustments on their final paycheck.

1 <sup>st</sup> partial year	Prorated using formula 6.1.2
1 year	1 week
2 years through the completion of the sixth year	2 weeks
7 years through the completion of the fourteenth year	3 weeks
15 years or more	4 weeks

Such years of employment must be continuous. Only twelve month employees shall be eligible for vacations.

#### 6.2 VACATION PERIOD

Such vacations will be scheduled during the summer months between the Monday following the last day of school and the two weeks prior to the workshop for teachers. Such scheduling shall be completed by May 15th. Vacations scheduled throughout the school year will be subject to the following guidelines.

1. No vacations will be scheduled during the two (2) week period prior to the teacher pre-school workshop or during the workshop. Exceptions may be granted by mutual agreement between the employee and the Superintendent or his or her designee.
2. Two employees from each department may be on vacation during any one period. Exceptions may be granted with mutual agreement between the employee and the Superintendent or his/her designee.
3. The exchange of vacation periods by employees is permissible with mutual agreement of both parties. A written record of said exchange on the form provided by the employer is required.
4. The employer reserves the right to restrict vacations under emergency circumstances.
5. Seniority will govern in the selection of vacation periods as determined by June 1. There will be no bumping after June 1.

6. Requests received after June 1 will be honored on a first come, first served basis with a one (1) week notice to the employer.
7. All vacation must be used by June 30 of the year in which it is earned. Vacation cannot be carried over into the next year.

### 6.3 HOLIDAY DURING VACATION

If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation period shall be extended one additional workday. An employee eligible for holiday pay, except for the vacation, will be paid the holiday as provided in this agreement.

### 6.4 VACATION PAY

Vacation pay will be at the employee's regular straight time hourly rate in effect at the time the employee is scheduled for such vacation.

### 6.5 WORK DURING VACATION

An employee who is required to work during such employee's scheduled vacation period will be paid for such hours worked at a rate of time and one-half for such employee's regular straight time hourly rate of pay. The employee's vacation with pay will be rescheduled to a mutually agreeable time.

### 6.6 VACATION RIGHTS IN CASE OF LAY-OFFS OR TERMINATIONS

An employee who quits or is laid off, discharged, retired, or terminated from the service of the employer for any reason, prior to taking such employee's vacation, will be compensated for the unused vacation such employee has accumulated at the rate of one-twelfth of the vacation for each month worked for a year for which no vacation has been taken. Vacation rights for a fractional part of a month will be determined on a pro-rata basis. In the event of the death of an employee, such accumulated vacation pay will be paid to the employee's written designated beneficiary and if no such designation has been made, then to the employee's estate.

This section does not apply to probationary employees.

## ARTICLE 7 - SICK LEAVE

### SECTION

#### 7.1 PERSONAL ILLNESS OR INJURY

1. Sick leave days may be used in either full or one-half day units for physical or mental personal illness, bodily injury, medically related disabilities, including disabilities resulting from pregnancy or childbirth, or contagious disease;
  - a. which require the employee's confinement,
  - b. which render the employee unable to perform assigned duties,
  - c. when performance of assigned duties would jeopardize the employee's health or recover, or
  - d. which require medical appointments or examinations.
2. Sick leave for twelve month employees shall be accumulated at eighteen (18) days per year up to a maximum of one-hundred thirty-five (135) days. All other employees shall have fifteen (15) days sick leave per year. The employee must have continuous service with the employer. During such continuous service, unused sick leave shall accumulate to the credit of the employee until a maximum of one-hundred thirty-five (135) days is attained. All employees may use such sick leave for the current year before using such accumulated leave.
3. The board may, at its discretion and acting through the Superintendent, request a doctor's statement of the inability to perform the usual assignment. When requested and unfurnished, an amount equal to the pay for one day of service shall be deducted for each day of unexcused absence.
4. All accumulated sick leave is forfeited upon termination of the employee.
5. An employee laid off (reduction in staff) who has the right of recall does not accrue sick leave and at time of recall will be credited the same accumulated sick leave as such employee had at time of layoff.
6. Present employees shall be credited with all unused sick leave.
7. In the event that an employee qualifies for weekly compensation benefits under the Iowa Workers Compensation Law for such on-the-job injury, the employee shall elect whether to supplement workers compensation benefits with sick leave benefits and deduct one full day for any and all days missed. If the employee does not choose to supplement their workers compensation benefits the employer will not deduct sick leave benefits.
8. A leave of absence beyond the time of medical confinement for pregnancy and childbirth may be granted without salary or sick leave benefits for a period not to exceed one year. If an extended leave of absence is anticipated, a request for leave shall be filed with the Superintendent thirty (30) days prior to the anticipated absence.

#### 7.2 LEAVE FOR INJURY ON THE JOB DUE TO VIOLENCE

A school employee who is injured in the course of employment resulting from an episode of violence toward that employee, if entitled to workers compensation benefits, shall have those benefits supplemented by the district to the extent of providing full pay and benefits during the period the employee is disabled and incapable of employment not to exceed one year. During this period of leave the employee shall be required to use accumulated sick leave or vacation.

Medical verification of the eligibility for this leave may be requested by the employer and made a condition of receipt of the leave.

### 7.3 EMPLOYEE ACTION WHEN SICK LEAVE IS EXHAUSTED

If the leave available to the employee under 7.1, 7.2 or 8.9 is exhausted, an employee must either resign if he/she is not intending to return to work or make an application to the Board for a leave of absence without pay for a specified period of time not to exceed six weeks. If the employee fails to follow through with action under this provision he/she will be terminated ten (10) days after written notification of this failure to comply.

## ARTICLE 8 - LEAVES OF ABSENCE

### SECTION

#### 8.1 ELIGIBILITY

An employee will be eligible for a leave of absence after completing such employee's probation period.

#### 8.2 APPLICATION

1. An employee must complete a request for approval of absence from school duties on such form as provided by the employer for all absences. This form must be completed at least five (5) days prior to the date of absence whenever possible, except for family illness or death or as otherwise provided in this article.
2. Written authorization for a leave of absence will be furnished to the employee. Any request for a leave of absence will be answered promptly as follows:
  - (a) Request for immediate leave shall be submitted within the first hour of the shift and shall be answered before the end of the shift. Should circumstances arise during the shift, allowances shall be made and the applicable leave shall be granted.
  - (b) A request for a short leave of absence, that is a leave of absence not exceeding two weeks, will be answered within five (5) days.
  - (c) A request for an extended leave of absence, that is a leave of absence exceeding two weeks, will be answered within ten (10) days.
3. If an employee expects to return to the assignment, the employee must notify the employee's supervisor of such intention by no later than 4:00 o'clock p.m. on the previous day. If the employee does not give the required notification of intent to return and a substitute subsequently reports for duty the following morning, the substitute will be paid for an additional half day, and the pay for this will be deducted from the employee's salary.

#### 8.3 SENIORITY

A vacancy is not created when an employee is on an approved leave of absence. An employee on an approved leave of absence will accrue seniority and will be returned to the same position the employee held at the time the leave was granted.

#### 8.4 PERSONAL LEAVE (RANDOM DAYS)

1. Two (2) full days, or four (4) half days, either consecutive or non-consecutive, will be granted upon request, with pay to all employees.
2. Such leave shall not be requested during the last week before school ends unless with approval of supervisor.
3. Employees with unused personal leave will be given a bonus equivalent to substitute wages for said unused personal leave. Reimbursement will be made by the second pay period after the close of the work year.
4. Employees may accumulate unused personal leave from one year to the next year to a maximum of six days in any one year. After a day has been accumulated it can not be

cashed in. Days earned in the current contract year shall be used first. Only these two days shall be eligible for payment if unused at year's end.

5. Personal leave may be denied if the absence will leave the building unattended by regular building custodial staff

#### 8.5 BEREAVEMENT LEAVE

1. Employees shall be granted up to five (5) working days absence, in case of the death of father, mother, sibling, husband, wife, child, step-child proposed adopted child living in the home, parent-in-law, son or daughter-in-law, brother or sister-in-law, spouse's brother or sister-in-law, employee's grandmother, grandfather, or grandchild. Such leave will be with pay at the employee's regular hourly rate for only the actual hours the employee was scheduled to work.
2. In case of death of employee's aunt, uncle, nephew, niece, or cousin, two (2) days shall be granted. Such leave will be with pay at the employee's regular hourly rate for only the actual hours the employee was scheduled to work.
3. In case of death of an employee, student or others closely related to the school system, leave may be mutually agreed upon by the employee and the Superintendent, without loss of pay.
4. Each employee shall have two (2) days per year to use to attend funerals of close friends or acquaintances.

#### 8.6 FAMILY ILLNESS OR INJURY

1. Employees shall be granted leave of absence with pay for critical illness or severe injury of a member in the immediate family (father, mother, sibling, husband, wife, child, parent-in-law, son or daughter-in-law, grandchild) limited to six (6) days per year. This leave is non-accumulative. Such leave will be with pay at the employee's regular hourly rate for only the actual hours the employee was scheduled to work. A doctor's signed statement shall be required of the employee. The statement must be on the form supplied by the district or if a district form is not available, the doctor may supply a statement as long as the statement reads critical illness or severe injury. If an employee is unable to obtain an immediate statement from a doctor, the employee must discuss the situation with their building principal who will determine whether or not the leave will be granted without a doctors' statement.
2. Request for absence for illness or injury not considered to be critical or severe and not requiring a physician's written statement may be granted up to two (2) days per year with substitute pay deductions.
3. If family illness leaves granted in paragraph 8.6.1 and 8.6.2 above are exhausted, vacation may be used if further family illness leave as allowed in 8.6.1 and 8.6.2 are required. This applies regardless of whether another employee is already using vacation leave at that time.
4. For birth of a child, the father may be granted one (1) day without loss of pay.
5. The Superintendent may grant such leaves which are not included in the above for good cause.
6. A leave of absence for up to one school year shall be granted without pay for the purpose of caring for a member of the employee's immediate family for illness or injury. The immediate family shall be defined as father, mother, sibling, spouse, child, step-child,



proposed adopted child, if living in the employee's home, parent-in-law, son-in-law, or daughter-in-law, brother-in-law, or sister-in-law, or grandchild.

#### 8.7 EXTRAORDINARY CIRCUMSTANCES

A leave of absence for extraordinary situations which may arise and are not specifically covered or referred to in the foregoing sections in this article, may be mutually agreed upon between the employee and the Superintendent.

#### 8.8 JURY DUTY

An employee required to report or serve for jury duty will be granted a leave of absence. Such employee will be paid the difference between the regular straight time hourly rate such employee would have earned except for the leave and the compensation received for such jury duty. The employee will furnish to the employer the amount of compensation received for such jury duty.

#### 8.9 REASONABLE PURPOSE

A leave of absence for a limited period of not to exceed six (6) months may be granted for any reasonable purpose and such leave may be extended or renewed for any reasonable period of time. The reasonable purpose and the reasonable length of time will be determined by the mutual agreement between the employee and the employer and will be without pay and without loss of seniority.

#### 8.10 UNION BUSINESS

1. An employee elected to any Union office or selected by the Union to do work which takes the employee from employment with the employer will at the written request of the Union be granted a leave of absence without pay and without loss of seniority. The leave of absence shall not exceed one (1) year. Members of the Union selected by the Union to participate in any other Union activity will be granted a leave of absence at the request of the Union without pay and without loss of seniority. It is agreed that the employer may limit the number of employees granted such leaves at any one time.
2. Four days of Association leave per year for attendance to Association-related events outside of the school district.

#### 8.11 EDUCATIONAL IMPROVEMENT

1. After completing one (1) year of service, an employee shall be granted a leave of absence for educational purposes intended to improve or upgrade the individual's job-related skills or ability. The period of the leave will not exceed one (1) year and will be without pay and without any other benefits of this contract except there will be no loss of seniority.
2. Leaves for such purpose may be limited by the employer as to the number of employees on leave at any one time and further, may be limited to not more than one (1) for every (4) years of continuous service.
3. An employee may also be granted a leave of absence for educational purposes, not to exceed one (1) month in any calendar year, to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's job-related skills or ability. The employer may reasonably limit the number of employees granted such leave at any one time and the duration of each of such leaves.

4. An employee returning from an educational leave of not less than six (6) months in duration during which time the employee has acquired the qualifications for a higher paid position, the employee may be returned to a higher paid position under all of the following conditions:
  - a. The position became open, or remained open, during the employee's leave and it is still open at the time the employee returns from leave; and
  - b. The employee makes a written request for such assignment to the higher rated position within ten (10) days after returning from educational leave; and
  - c. The employee has greater seniority than other qualified employees requesting assignment to the same position.

#### 8.12 MILITARY SERVICE

1. A leave of absence will be granted for reservists for training purposes only for a period not exceeding a total of thirty (30) days in any calendar year. Employees are expected to take such training whenever possible. Such employees will be paid the difference in the employee's pay received for such military service and what the employee would have received if the employee had worked such employee's regularly scheduled hours during such leave of absence at the employee's regular hourly rate of pay. If not scheduled to work, the leave is without pay.
2. An employee who enters into active service in the Armed Forces of the United States while in the service of the employer will be granted a leave of absence for the first or initial period of such military service without pay and without loss of seniority. Such employee will be entitled to reinstatement as provided by the laws of the United States.

#### 8.13 RELIGIOUS HOLIDAY

An employee whose religious affiliations may require the observance of a holiday other than those regularly scheduled in the school calendar, or referred to in this agreement, shall be excused without loss of pay.

#### 8.14 RATE OF PAY

Notwithstanding any other provisions of this agreement to the contrary, an employee receiving an approved leave of absence, with pay as herein provided, will receive only such pay that such employee would otherwise have been scheduled to work and only at such employee's regular straight time hourly rate.

## ARTICLE 9 - WAGES

### SECTION

#### 9.1 WAGE INCREASE

1. The wages of each employee for 2006-2007 shall be established in accordance with the following salary schedules:

#### FOOD SERVICE

<u>CLASSIFICATION</u>	<u>STARTING</u>	<u>STEP I</u>	<u>STEP II</u>	LONGEVITY <u>STEP I</u>	LONGEVITY <u>STEP II</u>
A-1 General Worker	\$10.17	10.58	\$11.56	\$11.76	\$11.86
*A-2 Manager	10.69	11.09	12.08	12.28	12.38

Food Service employees regularly scheduled to work four (4) or more hours daily will have lunch provided at no cost.

10 cents per hour to each Food Service employee certified by the Iowa School Food Service Association and who continue to earn five (5) credits each year.

#### BUILDINGS AND GROUNDS

<u>CLASSIFICATION</u>	<u>STARTING</u>	<u>STEP I</u>	<u>STEP II</u>	LONGEVITY <u>STEP I</u>	LONGEVITY <u>STEP II</u>
B Grounds Worker	\$10.22	\$10.32	\$11.37	\$11.57	\$11.67
B-1 Custodian/ Deliveryman	11.92	12.03	13.06	13.26	13.36
B-2 Maintenance Man	12.23	12.35	13.36	13.56	13.66
*B-3 Head Custodian/ Groundskeeper	12.44	12.56	13.56	13.76	13.86

\*Head custodian at the Junior and Senior High will receive an additional 10 cents per hour.

\*All Head Custodians will receive an additional 25 cents per hour at any time that the second shift is in effect.

#### TRANSPORTATION

<u>CLASSIFICATION</u>	<u>STARTING</u>	<u>STEP I</u>	<u>STEP II</u>	LONGEVITY <u>STEP I</u>	LONGEVITY <u>STEP II</u>
*C-1 PT Activity Driver	NA	NA	\$10.06	\$10.26	\$10.36
**C-2 PT Route Driver	\$12.35	\$12.45	13.21	13.41	13.51
C-3 Mechanic	13.13	13.51	14.46	14.66	14.76

\*Part time route drivers who give up their regular route for activity driving will receive their regular route drivers pay first up to two hours then the activity rate will be applied to the rest of the trip. \$5.50 meal allowance paid when required to be on duty during meal time on out-of-district trips. Meal time will be 11:00 A.M. to 1:00 P.M.; 5:00 P.M. to 7:00 P.M. and, 6:00 A.M. to 8:00 A.M.

\*\*Will be paid for a minimum of 1.3 hours per trip.

### NON-INSTRUCTIONAL AIDES AND CLERICAL

<u>CLASSIFICATION</u>	<u>STARTING</u>	<u>STEP I</u>	<u>STEP II</u>	<u>LONGEVITY STEP I</u>	<u>LONGEVITY STEP II</u>
D Library Aide/ Educational Secretary	\$10.49	\$10.76	\$11.76	\$11.96	\$12.06

### INSTRUCTIONAL AIDES

<u>CLASSIFICATION</u>	<u>STARTING</u>	<u>STEP I</u>	<u>STEP II</u>	<u>LONGEVITY STEP I</u>	<u>LONGEVITY STEP II</u>
E-1 Regular Education Resource/Special Class with inte- gration (1.7)	\$10.49	\$10.76	\$11.76	\$11.96	\$12.06
E-2 Self-Contained (2.4)	\$10.49	\$10.76	\$11.76	\$11.96	\$12.06
E-3 Self-Contained (3.6)	\$10.49	\$10.76	\$11.76	\$11.96	\$12.06

#### FOOTNOTE:

An employee who is promoted to Manager, or Head Custodian, will receive fifty percent (50%) of the difference between said employee's current salary and the top pay of the higher wage scale on the first day of work at the new classification. Sixty (60) working days later, said employee will move to the top of that wage scale.

Employees bidding into a new classification will receive their current salary for the first forty (40) working days. Following the 40 day period they move to the appropriate salary based upon their classification and step.

#### 9.2 WAGE PROGRESSION

Employees shall advance from the starting wage to Step I six (6) months after last date of hire and to Step II eighteen (18) months after last date of hire.

The Longevity Step I was added for 1989-90 and each employee is eligible after ten (10) years or more from last date of hire. The Longevity Step II was added for 1997-98 and each employee is eligible after twenty (20) years or more from last date of hire.

#### 9.3 NEW JOB CLASSIFICATION

When any job or position listed on the Wage Schedule is established, the employer may designate a job classification and rate structure for the job or position. In the event the Union does not agree that the classification and a rate are proper, the Union shall have the right to submit the issue as a grievance, only as to the rate of pay, at Step 3 of the grievance procedure.

#### 9.4 PROBATIONARY PERIOD

There shall be a probationary period of forty (40) working days for all new employees. Probational employees may be terminated for any reason. They shall be paid as provided in this article.

#### 9.5 SHIFT PREMIUM

1. The employer will pay an hourly shift premium of twenty-five cents (25 cents) per hour to an employee for hours worked on any shift other than the first or day shift except that no shift premium will be paid to employees in the Transportation Department.
2. Shift premium will not be included in an employee's regular hourly rate of pay for the purpose of determining overtime.

#### 9.6 PAY PERIOD - PAY DAY

The pay period will be two (2) consecutive work weeks. Pay day will be the next Friday after the end of the pay period, except where payment is delayed because of weather, computer breakdown, or other causes beyond the employer's control.

#### 9.7 PAY OPTIONS

All employees, except 12 month Employees, shall have the option of receiving their pay over 9 or 12 months. A request for pay over 12 months must be submitted in writing to the Central Office prior to the first pay period of the school year. All choices will be irrevocable for the remainder of the year. Bi-weekly salary will be estimated by dividing the employee's estimated annual salary by 26 bi-weekly pay periods. Adjustments will be made in the months of June, July, and August.

#### 9.8 SUPPLEMENTAL PAY

The employer will pay the Department of Education permit fee for the bus drivers.

## ARTICLE 10 - SENIORITY

### SECTION

#### 10.1 PROBATIONARY PERIOD

1. All new employees will have a probationary period of forty (40) working days.
2. Upon the satisfactory completion of a probationary period, the seniority date will be from the date of employment. This date will be established by using the date of Board approval for the hire. Personnel hired at the same Board meeting will have their seniority determined using the following selection process:
  - a. using the last three numbers of a person's social security number, the person having the lowest social security numbers will be placed first on the seniority list.
3. Newly hired employees may not bid on another job. They may apply for any new position if it is an increase in hours.

#### 10.2 DEFINITION

1. Seniority means an employee's length of continuous service with the employer. Seniority will be district-wide and shall include work performed in all classifications since the last date of hire. Only employees on the seniority list will accrue seniority.
2. Seniority will be lost upon discharge, termination or resignation. A layoff of more than 24 months shall be considered a termination.
3. The employer shall post a seniority list on all bulletin boards from time to time as it sees fit but at least once a year on or about September 1st. The list shall be in order of district-wide seniority and shall include the name, date of last hire and length of service in each classification. A copy shall be sent to the Association when posted.

#### 10.3 VACANCIES AND POSTINGS

1. A vacancy occurs when there is an opening in any job which is expected to last for more than sixty (60) work days. The employer shall have the sole discretion whether or not a vacancy shall be filled. A vacancy shall be described in terms of the classification and job duties, and the hours of work.
2. When the employer determines that a vacancy shall be filled, that job shall be first immediately offered to employees in that same department (i.e. Food Service, except manager; Buildings and Grounds, except head custodian; Transportation, except mechanic, Non-instructional aides and Clerical) on the basis of seniority, through the bidding procedure. Subsequent openings created by the original vacancy will be filled in the same manner until the bidding procedure is complete. Actual physical personnel moves will occur only after all bids created by the original vacancy have been completed. Recall shall begin with the most senior employee on layoff. A qualified employee on layoff who refuses an offer of recall to an open position shall forfeit future recall rights unless the vacancy is in a lower rated classification or the employee had a full-time position previously and is now being offered a part-time position. The employer shall be responsible for contacting employees on layoff at their last known address and telephone number. If there is no one on recall, the posting and bidding procedure shall be followed as per 10.3 (4) and 10.3 (5).
3. Filling vacancies for classification E openings.

- a) The district will administer the performance examination for E1 and E2 positions within 5 working days of the employee's request or whenever reasonably possible. Only employees meeting the district's minimum qualifications on the performance examination will be eligible to bid on E1 and E2 positions. (Current employees working in E1 or E2 positions, prior to the 1995-96 school year, will not be required to pass the qualifying examination.)
  - b) Following the August examination the district will hold a meeting for all instructional aides to fill any aide vacancies prior to the beginning of the school year. Vacancies will be listed and qualified employees, by seniority, will be asked if they want to fill the vacant position. This process will continue until all positions are filled. Positions left vacant after this meeting will be posted and or advertised and filled as per 10.3 (4) and 10.3 (5) prior to the start of the school year if at all possible.
- 4. Vacancies shall be posted within five days after the vacancy is determined on Association Bulletin board for 5 work days with a copy to Association President. The posting shall include job title, location, hours, rate of pay and a brief description of the minimum job requirements. Once posted the aforesaid details may not be changed at any time before the close of bidding. The details may be changed if the job is re-posted. Nothing contained herein shall restrict the employer from establishing the minimum qualifications for the job.
  - 5. All employees within the bargaining unit containing the posted job may submit bids. Bidding shall not be restricted to employees in lower rated jobs. Employees whose regular hours conflict with the hours of the posted job will have to forfeit their present job if awarded the posted job. Employees whose regular hours do not conflict with the hours of the posted job may bid for the posted job as additional work, provided that the total regular hours of both jobs do not exceed forty (40) per week.
  - 6. Posted jobs shall be awarded in accordance with district seniority provided that the employee has the minimum qualifications for the job as posted. Employees awarded posted jobs shall be given a minimum of five (5) work days of job orientation and thereafter shall have a minimum of ten (10) work days to demonstrate minimal levels of acceptable performance. If the employee does not perform to these standards, the job shall be re-posted and the employee shall be returned to his/her last job and shall be prohibited from submitting another bid for one year.
  - 7. If no bids are submitted within the posting period or none of the bidders have the minimum qualification for the job, the employer may do any of the following at its sole and exclusive discretion.
    - a) Withdraw the vacancy.
    - b) Hire a new employee.
    - c) Re-post the job as described above.
    - d) Train the senior bidder for a period of sixty (60) days. If after sixty (60) days this employee is unable to perform the job satisfactorily he/she shall be returned to an open job he/she is qualified to perform and, if none, shall be laid off. No employee shall be required to accept the offer of such training pursuant to this section.
    - e) Involuntarily transfer the junior employee in the classification of the vacant job, provided that the involuntarily transferred employee shall be paid the rate of the job or the rate of his/her former job, whichever is higher. If the employee

refuses the transfer, he/she may take a layoff. No employee may be involuntarily transferred more than once a year.

8. New classifications will be awarded after 40 work days of successful job performance in the position granted.
9. The employer may temporarily transfer any employee for up to sixty (60) work days provided that the employee shall not suffer any loss of pay. No job may have consecutive temporary transferees except in the case of a job reposted because of the disqualification of the bidder.

#### 10.4 DISPLACED EMPLOYEES' BIDDING RIGHTS

1. The following guidelines will be used in all departments to determine appropriate positions for displaced employees:
  - a) The most senior full-time employee with no position may bump the lowest full-time employee in his/her classification if there are no full-time openings available in that classification.
  - b) When the least senior full-time employee in a classification is bumped and there are no full-time openings in the department, that person may bump the least senior full-time employee in that department.
  - c) Part-time employees with no position may bump the lowest part-time employee in his/her classification if there are no part-time openings in that classification or may elect to go on layoff.
  - d) When the least senior part-time employee in a classification is bumped and there are no part-time openings in the department, that employee may bump the least senior part-time employee in that department or may elect to go on layoff.
  - e) Employees who voluntarily bid on a part-time position cannot bump a full-time employee even though that person has less seniority. Full-time employees forced to part-time status as a result of bumping, maintain their right to bid into a full-time position if one becomes available.

#### 10.5 LAYOFFS

1. In the event of a layoff, the least senior employee in the department shall be laid off. That employee may bump the least senior employee in the bargaining unit provided he/she has the present ability to do the job.



## ARTICLE 11 - GRIEVANCE AND ARBITRATION PROCEDURE

### SECTION

#### 11.1 GRIEVANCE DENIED

A grievance is a claim made by an employee that there has been a violation of this agreement including the application, meaning or interpretation of this agreement.

#### 11.2 GRIEVANCE PROCEDURE

The grievance will be processed in the following manner:

- STEP 1: The Union grievance chair, with or without the employee, may take up the grievance with the employee's supervisor within twenty one (21) calendar days after the date of the grievance or the employee's knowledge of its occurrence. The supervisor shall attempt to adjust the matter and shall respond to the grievance chair within five (5) calendar days.
- STEP 2: If the grievance has not been settled in Step 1, it may be presented in writing by the Union grievance chair, or other Union representative, to the employee's supervisor within ten (10) calendar days after the supervisor's timely response is made or is past due in Step 1. The supervisor shall respond to the Union grievance chair in writing within five (5) calendar days.
- STEP 3: If the grievance still remains unadjusted, it may be presented by any representative of the Union to the Superintendent in writing within ten (10) calendar days after the timely response or after said response is past due. The Superintendent shall respond in writing to the Union within seven (7) calendar days.

#### 11.3 FORM OF GRIEVANCE

The form for a written grievance has been mutually agreed upon between the Union and the employer. The written grievance filed on any form different from the form agreed to by the Union and the employer shall be void and it shall not be processed through the grievance procedure. All grievances shall be processed in triplicate. At the time the grievance is resolved, or has gone through Step 3, two copies will be made available to the Union, one for the Union and the employee involved, and the other retained by the Superintendent. For identification purposes, each written grievance filed will be assigned a number and the number will be placed on the grievance at the time it is presented at Step 2.

#### 11.4 ARBITRATION

1. If the grievance is not settled at Step 3, either party, within twenty one (21) calendar days after the time of the reply of the Superintendent, or after said response is past due, may by written notice to the other, request arbitration. The Superintendent will cause a copy of the grievance to be furnished to the Board at its next regular meeting.
2. The arbitration hearing shall be conducted by the arbitrator to be selected by the employer and the Union within ten (10) calendar days after notice of arbitration has been given. If the parties fail to select an arbitrator by mutual agreement, the Federal Mediation and Conciliation Service or PER Board may be requested by either or both parties to provide a panel of five (5) arbitrators. Both the

employer and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first, the other party shall then strike one name, the process will be repeated and the remaining person will be the arbitrator.

3. No grievance shall be processed to arbitration on behalf of any employee except with the approval of the Union.
4. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his written decision within thirty (30) days after the submission of the grievance to him. Either party may furnish the arbitrator a photo copy of the grievance.
5. Expenses for the arbitrator's services and the proceedings shall be borne equally by the employer and the Union. However, each party shall be responsible for compensating its own representative and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the cost of the record and makes copies available without charge to the other party and to the arbitrator. The party desiring such verbatim record shall so state prior to the beginning of the arbitration hearing.
6. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the grievance submitted. The decision shall be signed by the arbitrator and furnished by the arbitrator to the Union and to the employer.
7. The arbitrator shall be without power or authority to add to, or detract from, or to amend, or modify, the provisions of this agreement. The arbitrator's authority shall be strictly limited to deciding only the issues presented to the arbitrator in the grievance and the arbitrator's decision shall be based solely and only upon the arbitrator's interpretation and construction of the meaning or the application of the express relevant language of the agreement.

#### 11.5 PROCESSING GRIEVANCES DURING WORKING HOURS

1. Grievance committee members may investigate and process grievances during work hours.
2. All grievances submitted in writing shall be retroactive from the date submitted. The time limits in the various steps of the grievance procedure may be extended when mutually agreed to.

#### 11.6 KNOWLEDGE DEFINED

'Knowledge', as used in this article, shall mean actual knowledge or knowledge that could have been obtained by the exercise of due and ordinary care.

## ARTICLE 12 - EVALUATIONS

### SECTION

- 12.1 After the completion of sixty (60) days in a job, all employees will be considered to be performing satisfactory work unless otherwise informed.
- 12.2 An employee beginning a new job will be evaluated after sixty (60) days of work. All employees shall be evaluated at least once every three (3) years, and more often if the employer determines a need, or if the employee requests such evaluation.
- 12.3 The employer shall continue to use current evaluation instruments.
- 12.4 An employee may grieve all evaluations, both as to substance and procedure. However, no grievance may be taken to arbitration unless the evaluation indicated unsatisfactory performance or that there is a need for improvement.

## ARTICLE 13 - HEALTH & SAFETY

### SECTION

#### 13.1 PHYSICAL EXAMINATIONS

##### 1. Applicants for Employment

An applicant for employment shall furnish to the employer, at the applicant's expense, a physical examination report on the form provided by the employer.

##### 2. Employees

Each employee shall have a physical examination each third year of such employee's employment, or at such other times as may be reasonably required by the employer. Such report shall be submitted to the Director of Buildings and Grounds during the month of June of the year the physical examination is required for custodians. Examination for Food Service employees will be submitted to the Director of Food Services prior to the beginning of the school year. Such examinations will be submitted to the Director of Transportation at the time required by such supervisor. The physical examination report shall be on the form provided by the employer.

##### 3. Payment

The employer shall pay the entire costs of any and all physical examinations required to maintain employment with the employer after the initial applicant examination when such is performed by an employer designated doctor or group of doctors.

Should the employee desire to be examined by a doctor not so designated, the employer will pay up to thirty-five (35) dollars for such examination upon suitable documentation furnished to the employer.

##### 4. Tuberculin Test

Employees must have a tuberculin skin test as required by the law. The cost of such test or tests will be paid by the employer, except when the employee refuses to take a free test made available to him. In such event, the employee shall bear the cost of such test or tests.

Bus drivers will be required to have a physical examination each year. The employer's form for such examination will be used.

##### 5. Leaves of Absence

An employee returning from a leave of absence may be required by the employer to submit a doctor's statement prior to being reassigned to work. The employer will pay the cost of obtaining such statement except a leave of absence for sickness or injury.

#### 13.2 WELLNESS PROGRAM

1. Should the District choose to provide a wellness program, it shall be voluntary and at no cost to the employee. All personal information with respect to individual employees shall be handled in strictest confidence.

2. The District shall make available a blood draw at no cost for all employees.

13.3 REASONABLE CARE

1. The Board will use reasonable and ordinary care to provide the employee with a safe place to work and safe equipment to work with - such equipment will be as has been provided in the past.
2. All employees shall endeavor to be alert to all practices, equipment, or conditions, and to report any unsafe practices, equipment, or conditions to their immediate supervisor or building principal.

13.4 BOMB SEARCH

1. No employee shall be required to search for a bomb.

13.5 EMERGENCY SITUATIONS

1. In the event of an emergency, the employee shall inform the immediate supervisor or building administrator.

13.6 FIRST AID

1. In the event that first aid must be rendered, employees shall be required to provide assistance only to their degree of competence.

## ARTICLE 14 - JOB TRAINING PROGRAMS

### SECTION

#### 14.1 EMPLOYER REQUIRED PROGRAM

The employer will pay for all job related training programs required by the employer to be taken by the employee as follows:

1. The employer will reimburse the employee for the registration fee.
2. The actual time in attendance at such training program will be work hours. The travel time to and from such training program, by the shortest route available, will be work hours. Pay for such hours will be at the employee's straight time hourly rate. Bus drivers' straight time shall be activity rate except to the extent that regular route driving time is missed. However, such hours shall be included in the total hours in the work week for the purpose of determining overtime pay, if the employee works over forty (40) hours in that work week including such travel and training program time. Meal periods will not be included in such work hours. Expenses for approved travel, plus lodging and meals authorized by the employer, will be paid upon the filing of the required 'reimbursement voucher'.

#### 14.2 JOB RELATED

A job related program is when the training is directly related to the employee's job in that it is designed to make the employee handle his job more effectively as distinguished from training him for another job. The employer will determine if the training is job related and such determination must be made prior to attendance thereat for the foregoing compensation and expenses to be paid.

Any additional training or certification required for an employee's present position will be paid for by the District.

#### 14.3 VOLUNTARY TRAINING PROGRAMS

Any training program not required by the employer, whether job related or not, will be at the employee's expense and on the employee's own time; provided, however, the employer may in its reasonable discretion authorize the reimbursement of certain expenses as determined by the employer but only in such cases where such expenses are approved by written authorization of the employer prior to the incurring of such expenses.

#### 14.4 IN DISTRICT IN-SERVICE AND WORK RELATED MEETINGS

An employee shall be compensated for any in-service or other work related meeting held by the district, inside the district whether mandatory or voluntary at his/her regular hourly rate of pay including longevity. Bus drivers will be compensated at the route driving rate to the extent he/she has missed route driving time for the meeting. Otherwise bus drivers will be compensated at an hourly rate which is the average of the route rate and the activity driving rate. (This applies to quality circle as well.)

## ARTICLE 15 - SEVERANCE PAY

### SECTION

#### 15.1 SEVERANCE PAY

1. An employee who has been employed for a total of ten (10) years will be entitled to receive severance pay at the following rates:

First ten years	\$10.00 per year
Next ten years	\$12.50 per year
After twenty years	\$15.00 per year

2. The above provisions relating to severance pay do not apply when an employee is entitled to receive benefits from the long term disability insurance policy.

#### 15.2 DEATH BENEFIT

In the event of death of an employee after ten (10) years of employment, as above provided, the severance payment to which the employee was entitled at the time of death will be paid to such employee's estate, provided, however, if the employee makes written designation of a beneficiary, such beneficiary shall receive the severance pay. Such designation can only be changed or revoked in writing.

## ARTICLE 16 - INSURANCE

### SECTION

#### 16.1 TYPES

The employer agrees to provide all twelve (12) month and full-time employees the following insurance protection, if the employee chooses: (Such election to be on form provided employer):

1. Health Care Coverage

The employer agrees to provide all full-time and twelve month employees full single coverage as follows:

a. Benefits

The program will cover many services including:

- Basic hospital, surgical and medical services
- X-ray and laboratory services for the diagnosis and treatment of an illness or injury.
- Most prescription drugs and medicines.

All covered services are subject to deductible, coinsurance and contract limitations and must be medically necessary.

b. Benefit Period Deductible

\$100.00 deductible per member per benefit period.

c. Coinsurance

0% Select Provider Group and 20% for covered services you receive from all non-Select or non-BlueCard PPO participating or nonparticipating providers.

d. Out of Pocket & Lifetime Maximum

\$500 maximum per member per benefit period. Lifetime benefits maximum is \$2,000,000.

e. All active eligible employees 65 and over may elect to continue their group health coverage in this form.

2. Life

The employer agrees to provide each twelve (12) month or full-time employee a term life insurance program paid by the Board that provides a minimum death benefit of \$15,000 accidental death and dismemberment to age 70.



3. Disability

Each twelve (12) month or full-time employee shall be covered by a long-term disability insurance program paid for by the employer, during time of employment, that provides the following benefits:

- a. A ninety (90) day waiting period or the length of the sick leave to which the employee is entitled under the terms of this agreement, which ever is greater.
- b. 66% of salary.
- c. Eligibility to age 70. Maximum benefit period subject to Carrier's contract provisions.
- d. Integrated with Social Security, Workers' Compensation, and IPERS.

4. Workers Compensation

Each employee shall be covered by workers' compensation paid for by the employer, benefits as provided by law.

5. School Liability

All employees shall be covered by a school financed liability insurance covering job-related performance of duties. Employees required to use personal automobiles in their assigned duties shall be covered by employer paid auto liability insurance as primary insurer only.

16.2 COVERAGE

The employer agrees to provide health care coverage, term life insurance, and disability insurance for full-time employees for twelve (12) months if the employees so chooses. It is understood this provision will become effective July 1 and terminate June 30 of the succeeding year. Only returning employees will be eligible for the twelve (12) month coverage. Twelve (12) month or full-time employees new to the District may be covered by the employer provided insurance no later than one (1) month after initial employment, if the employee so elects in writing on the form provided by the employer.

16.3 CONTINUATION

1. In the event that an employee absent because of illness or injury has exhausted sick leave accrual, the said benefits shall continue throughout the balance of the employee's employment year.
2. Employee on paid leave shall continue to have such employer paid insurance.
3. A twelve (12) month or full-time employee on non-pay status for one month or longer may elect to continue their coverage per COBRA guidelines. The cost thereof during the leave shall be paid by the employee. The carrier(s) shall determine the appropriate rate(s) per COBRA guidelines. The employee will remit payment to the employer in advance of premium due date.

16.4 INSURANCE COMPANIES

The employer shall have the sole and exclusive right at any time to procure insurance providing benefits at least equivalent to the present policies, as in force during the

2004-2005 fiscal year, from any other insurance company; or the employer may be self-insured for part of such benefits.

16.5 FAMILY PLAN

The present family coverage will continue to be offered to each eligible employee electing in writing on the form provided by the Employer or the Insurance Company. The additional premium for the employee's dependent coverage will be paid by the employee.

16.6 SUMMARY

This entire article is a brief summary only. The provisions of this article shall not be construed or interpreted to add to, reduce, change, or modify in any way, any of the terms and conditions of said policies, as in force during the 2006-07 fiscal year.

ARTICLE 17 – DURATION

SECTION

17.1 DURATION

This agreement shall be effective commencing July 1, 2006, and ending at midnight on June 30, 2007.

17.2 AUTOMATIC RENEWAL

This agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing that it desires to modify this agreement. In the event that such notice is given, negotiations shall proceed pursuant to Chapter 20 of the Code of Iowa.

17.3 EXECUTION

IN WITNESS WHEREOF, the parties hereto have set their hand this 30<sup>th</sup>  
day of May, 2006.

FOR THE UNION

Deane Sheaman  
Its Chief Negotiator

Angela Marvin  
Its President

FOR THE EMPLOYER

Ray L. Fay  
Its Chief Negotiator

[Signature]  
Its President

## APPENDIX A

### DUES DEDUCTION AUTHORIZATION FORM

I hereby request and authorize the Board of Education of the Charles City Community School District as my remitting agent, to deduct from my earnings each month until this authorization is changed or revoked as provided herein, a sufficient amount to provide for the monthly payment of the prevailing rate of dues which amount is to be remitted each month for me and on my behalf to the treasurer of the local Union.

It is understood that this authorization shall continue for successive periods of one year unless revoked in writing by a thirty (30) day notice to my employer and to the local Union.

Date \_\_\_\_\_ Signature \_\_\_\_\_

Social Security # \_\_\_\_\_

Amount \_\_\_\_\_